

AGREEMENT

BETWEEN

LITTLE FERRY BOARD OF EDUCATION

AND

LITTLE FERRY EDUCATION ASSOCIATION

X JULY 1, 1984 through JUNE 30, 1987

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THIS AGREEMENT made the 22nd day of MARCH 1985 between
THE LITTLE FERRY BOARD OF EDUCATION, hereinafter referred to
as the Board, and

THE LITTLE FERRY EDUCATION ASSOCIATION, hereinafter referred
to as the Association.

W I T N E S S E T H :

WHEREAS, the Board is required by law to negotiate with the
Association on wages and the terms and conditions of employment,
and,

WHEREAS, the parties through good faith negotiations have
reached agreement in all matters and desire to execute this
contract covering such agreement,

NOW, THEREFORE, in consideration of the mutual covenants and
conditions hereinafter contained, the parties hereto agree as
follows:

ARTICLE I

DEFINITIONS

A. The term "Board" shall include its officers and agents. The Board agrees not to negotiate with any organization other than that designated as the representative, above-mentioned, for the duration of this agreement.

B. The term "Administration" shall include the Superintendent of Schools, Principals and School Business Administrator.

C. The terms "teacher(s)" or "nurse(s)" when used hereinafter in this agreement shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit as above defined.

D. The term "immediate family" is defined as spouse, children, brothers and sisters, and also parents and grandparents of employee or of the spouse.

E. Grievance (see XV B. 1.)

F. The term "dependents" as used herein shall be deemed to include a spouse and any natural or adopted children of any member of the Association.

ARTICLE II

RECOGNITION

The Board hereby recognizes the Little Ferry Education Association as the exclusive bargaining representative for all certified teaching personnel and all nurses under contract, but excluding supervisory and executive personnel, office, clerical and maintenance and operating employees.

ARTICLE III
MANAGEMENT RIGHTS

The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the right:

A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;

B. To hire all employees subject to the provisions of law, determine their qualifications, the conditions for their continued employment, their dismissal or demotion; and promote, and transfer all such employees;

C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

E. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

Management Rights, cont'd.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, as permitted by the Constitution and Laws of the State of New Jersey, and the Constitution and Laws of the United States, and provided further that such limitations are in conformity with such laws.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under any national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE IV

LUNCH HOUR SUPERVISION

A. The Board of Education will solicit applications from the staff in order to select one (1) staff member to be in charge of lunch room supervision in each school.

B. The teacher will be assisted in lunch room duties and lunch hour playground supervision by aides. These aides will be directly responsible to the teacher in charge. This teacher shall be stationed in and around the school building in order to discharge his/her legal obligations as directed by the Administration.

C. The teacher in charge shall be compensated at the annual rate of two thousand five hundred (\$2,500.00) dollars for the school year.

D. Teacher absences from duty beginning with the sixth (6th) absence shall result in a deduction of fifteen (\$15.00) dollars per day.

E. When the teacher in charge is absent a replacement will be assigned from the staff (or substitute if the teacher is absent) on a rotating basis in accordance with established policy on file dated February 2, 1982.

F. Substitutes will be paid at the rate of fifteen (\$15.00) dollars per day. This amount will be shared among the teachers if more than one (1) is assigned.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Use of School Buildings - The Association through its duly appointed representative shall have the right to request use of school buildings at reasonable times for meetings. The Principal of the building shall receive requests at least forty-eight (48) hours prior to the proposed meeting, if possible, and shall grant reasonable requests where possible, if there is no scheduling conflict.

B. The Association shall have use of a bulletin board in each building which bulletin board shall be located in the faculty lounge.

C. The Association shall have the right to use teachers' mailboxes to distribute material dealing with the proper and legitimate business of the Association.

ARTICLE VI

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT COMMITTEE:

INSTRUCTIONAL COUNCIL

The membership of the Committee of the Professional Development and Education Improvement Committee and the Instructional Council shall consist of six (6) persons, who are: the Superintendent of Schools, the two (2) Principals and three (3) representatives of the Association, appointed by the Association.

A. Professional Development & Educational Improvement Committee

1. Organization

a. Purpose

In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve his or her own goals, functions, interests and school community needs. Such needs shall be consistent with the educational goals of the school system and the needs of the children to be served.

Professional Development, etc., cont'd.

If a request to attend courses, workshops, seminars, conferences, in-service training sessions or other such sessions is denied, reasons for said action should be supplied by the Board.

All expenditures incurred by a teacher, which may be reimbursed pursuant to the duly adopted contract shall be submitted for such reimbursement by processing the same through the School Business Administrator-Secretary for approval by the Board.

2. Programs

a. Pay and Expenses for Required Training

The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the Administration to take.

b. Professional Development and Educational Committee

(1) The Board agrees to continue to use the services of a Professional Development and Educational Improvement Committee, hereinbefore provided for, to act upon requests from teachers for authorization to attend courses, workshops, seminars, conferences, in-service training sessions or other such sessions: to this end, the President of the Association shall, from time to time, appoint persons from the Association so that there shall be at all times three (3) representatives of the Association on the Committee. The Committee

Professional Development, etc., cont'd.

shall select a chairman from among its members. The President of the Association may, from time to time, replace members appointed by such president.

(2) The Board shall pay the reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by teachers who attend such sessions with the approval of the Professional Development and Educational Committee, as limited in Board policy.

c. In-Service Workshops, Conferences, Programs

To cooperate with the Association in arranging in-service courses, workshops, conferences and programs designed to improve the quality of instruction. Such activities shall be coordinated through the Instructional Council as established in this Agreement. In-service programs shall be conducted during the in-service teacher workday if teacher attendance is required.

d. Professional Library

(1) To expend up to five hundred (\$500.00) dollars per contract year to purchase books, equipment and/or other educational resource materials. The teacher shall also contribute books, equipment and/or other educational resource material as may be recommended by the aforementioned Professional Development Committee for use by the professional staff for professional development and educational improvement. The Board shall provide adequate space for housing said books and materials in convenient and readily accessible locations.

Professional Development, etc., cont'd.

(2) All hard copy books and materials shall be maintained in the Memorial School Library. The Association, through the committee, shall appoint a building representative to be responsible for all materials and submit annual inventory to Administration, with a report on condition and usage.

(3) Purchase for professional library shall be processed through the School Business Administrator-Secretary on or before April 1st, after the Administration and Board's approval.

e. Experimentation

(1) At the Board's discretion the Association may be called upon to aid the Board in providing better instruction. The Board welcomes Association participation in all aspects of strengthening the education program to meet the needs of the students, the schools and the community.

(2) The Association may participate in any aspect of any experimental or other project or program. Such participation shall include, but not be limited to, all phases of proposals, inquiry, study, research, deliberations, recommendations, implementation, and adoption. Any aspect of an experimental program which would affect the terms and conditions of teacher employment shall be negotiated with the Association before implementation.

B. Instructional Council

1. Organization

a. Purpose

An Instructional Council, hereinafter referred to as the Council has previously been established.

Professional Development, etc., cont'd.

The purpose of the Council shall be to strengthen the education program through recommendations, research, implementation, and evaluation by the Superintendent and the Association to best meet the needs of the students, the schools and the community. The Council may consider advising the Board and the Association on such matters as curriculum improvements, teaching techniques, instructional organizational patterns, experimentation, extra-curricular programs, in-service training and staff development, pupil testing and evaluation, philosophy and educational goals of the district, research, educational specifications for buildings, and other related matters regarding the effective operation of the Little Ferry School District.

b. Committees

The Council is authorized to establish sub-committees or ad hoc committees for specific projects to allow for those who would be affected by Council recommendations to have an opportunity to be involved.

c. Individual Initiative for Suggestions

The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, grade levels, Association committees, Administrators, Board Members, or other interested parties.

d. Additional Members

Nothing in this Article shall be interpreted to prevent the Council from consulting or appointing

Professional Development, etc., cont'd.

to its committees such additional teachers, administrators, professional advisors, or other persons as the original members herein designated shall determine are desirable and appropriate for said purposes.

e. Rules of Procedure

The Council shall establish its own rules of procedure and shall provide for a rotating Chairman who shall be responsible for the arrangement and conduct of meetings.

f. Meetings

The Council shall meet at least five (5) times during each school year.

2. Reports

a. The Board and Association Action

The Board and Association shall consider and study all written recommendations submitted by the Committee and Council for action. If the Board or the Association refuses to adopt any final recommendations, the rejecting party shall state the specific reasons for such refusal in writing.

b. Minority Reports

Reports of the Committee/Council or any sub-committee established by them may include minority as well as majority views.

All recommendations of this committee are subject to approval by the Board of Education and the Association, and may not be implemented unless so approved.

ARTICLE VII

PROFESSIONAL INCENTIVE PROGRAM

A. The purpose of the Professional Incentive Program is to enable teachers and nurses to meet the requirements for advanced standing on the salary guide through activities that will best serve their needs as teachers and nurses.

B. All equivalency credit activities shall be recommended by the Professional Development and Educational Improvement Committee and submitted to the Board of Education for approval. A written application must be completed on the appropriate request form which may be obtained from the Principal of each building.

C. Equivalency credit may be granted for courses, workshops, and in-service programs sponsored or approved by the local school board, institutions of higher learning or other professional organizations.

D. Equivalency credits shall be granted upon receipt of certified transcripts from institutions of higher learning or certificates of attendance from in-service courses.

E. Credits

1. College graduate study undertaken at any accredited college or university shall have the credits determined by the specific institution of higher learning.

2. The credits for Bergen County Education Association sponsored or approved workshops shall be determined by the total number of hours, i.e.:

Professional Incentive Program, cont'd.

12 hours equals: 1 Credit

24 hours equals: 2 Credits, etc.

3. The credits for any in-service programs sponsored or approved by the Board shall be determined by the total number of hours, i.e.:

12 hours equals: 1 Credit

24 hours equals: 2 Credits, etc.

4. Any accumulation of fifteen (15) credits submitted by a teacher or nurse to meet requirements for advanced standing on the salary guide must consist of ten (10) credits earned in graduate study in an accredited college or university.

F. The Board shall reimburse any teacher participating in the Professional Incentive Program for any tuition fees incurred by the teacher up to a maximum of seven hundred fifty (\$750.00) dollars per year for each year of the contract, except that no more than four thousand (\$4,000.00) dollars shall be spent in any one (1) academic year for tuition reimbursement.

1. Reimbursement for tuition fees incurred for credit activity shall be made on or before October 1st, for tuition fees incurred during the preceding September through June and on or before April 1st, for tuition fees incurred during the preceding July through September. Reimbursement shall be applied toward the maximum reimbursement allowed for the fiscal year in which incurred; provided that:

- a. The course or equivalent was recommended by the Professional Development and Education Improvement Committee, approved by the Board and satisfactorily completed by the teacher.
- b. The teacher remains in the employ of the Board.

2. Reimbursement for tuition fees incurred for non-credit activity shall be made upon submission to and approval by the Board and upon compliance with the requirements set forth in paragraph 6(f) of this agreement. Reimbursement for non-credit activity shall be applied toward the maximum reimbursement for the fiscal year in which the expense was incurred.

ARTICLE VIII

TEMPORARY ABSENCES AND LEAVES

A. General Policy

Under no circumstances shall any teacher or nurse be absent from school without the knowledge of the Superintendent's office. Notification shall take place prior to the opening of the school day in accordance with procedures set forth in the Administrative Manual.

B. Personal Illness

Absences for personal illness shall be allowed and shall include full pay for eleven (11) school days in each school year. The unused days may be accumulated beginning from the date of current continuous employment by the Board, to be available in case of personal illness in subsequent school years. The term "current continuous employment" as used in this sub-paragraph shall include time on authorized leave provided there is a return to work immediately at the end of such leave. An employee who is ill or disabled for a greater number of days than the total number of sick leave days that he has accumulated shall be paid the difference between his salary and the salary paid his substitute. This additional sick leave with pay as hereinbefore defined, shall start the day following the last day of accumulated sick leave. This additional sick leave with pay shall not extend beyond June 30 of the school year in which the illness or injury occurred. The Board shall require medical certification as to the necessity for sick leave beyond that which has been accumulated by any employee.

Temporary Absences & Leaves, cont'd.

In verifying alleged abuses of sick leave, prior to a decision being made by the Board, the individual will be given an opportunity to respond and have a right to representation.

C. Illness in the Family

Where personal presence at home is advisable because of serious illness in the immediate family, each person shall be entitled to from one (1) to five (5) days leave per contract year: the first two (2) days at full pay and the three (3) remaining days at one-half ($\frac{1}{2}$) pay. Leave granted under provisions of this sub-paragraph are in addition to any leave granted under sub-paragraph (b) of this section. Documentation shall be submitted.

D. Death in the Immediate Family

1. A maximum of four (4) days without loss of pay will be allowed for absence due to death in the immediate family. The four (4) days shall be reduced by any intervening non-school day(s): for example, if the first day is taken on a Friday, only that day and the immediately following Monday shall be allowed with pay. Should an additional day be needed, use of a personal day will be allowed upon notice to Administration and the required notice time of the personal day will be waived. Leave beyond the five (5) day period may be allowed on one-half pay at the discretion of the Board.

2. In the event of the death of employee's or spouse's uncle, aunt, or relative not in the immediate family, there shall be allowed a one (1) day absence without loss of pay.

E. Quarantine

Absences due to quarantine on account of a contagious

Temporary Absences & Leaves, cont'd.

disease, when such quarantine is not due to personal illness, shall be allowed with pay. A certificate from the health officer of the community or a school physician shall be filed with the Board Secretary for all absences due to quarantine under this section.

F. Court Subpoena

Absence required by subpoena shall be allowed for one (1) school day with pay. Additional days where required by subpoena and documented to the satisfaction of the Board may be allowed at one-half pay. If a teacher or nurse is a party to a suit, other than as a defendant in a litigation arising as a result of school duties, absences from school as a result thereof shall be granted in accordance with the section on Personal Leave.

G. Personal Leave

A maximum of three (3) school days per year shall be allowed with pay for discharge of important personal matters; family, business, legal and religious responsibilities; and professional association responsibilities that cannot be handled outside of regular work hours, or for other personal emergencies. At least three (3) days notice in writing shall be given through the Principal for action by the Superintendent, except for emergency matters. All personal leave shall be subject to the Superintendent's approval. One (1) unused personal day may be accumulated and forwarded to the subsequent year so as to provide a total of not more than four (4) days personal leave in any year.

Temporary Absences & Leaves, cont'd.

H. Inclement Weather

1. When schools are open for pupils in inclement weather, teachers and nurses shall report for duty. If a teacher or nurse cannot report because of inclement weather, a detailed explanation, in writing, must be submitted to the Board Secretary if any pay is sought for such absence. Payment for such absence shall be at the discretion of the Board.

2. If it is necessary for an employee to be absent or late, s/he must notify the school at the earliest practicable time before s/he is scheduled to report to work.

I. Any absence or time allowed under any provision of the paragraph entitled "Temporary Absences and Leaves" shall be non-cumulative except where otherwise expressly provided.

J. Professional Visitation Days

Up to two (2) days leave will be permitted for the purpose of visiting other schools or attending meetings or conferences of an educational nature. This will be allowed with no loss of pay, providing a written request has been submitted and approved by the Administration. It is the administrative prerogative to approve or deny such requests. A written report must be submitted by such teacher in duplicate to building Principal subsequent to such visitation within ten (10) days.

ARTICLE IX

EXTENDED LEAVES OF ABSENCE

A. Maternity/Paternity Leave

1. A maternity/paternity leave up to a maximum of twenty-four (24) calendar ^{months} days without pay may be granted to all tenured teachers and nurses provided such leave is requested in writing.

2. The Superintendent of Schools shall be notified as soon as it is known that such leave will be necessary but not more than thirty (30) days after confirmation of pregnancy.

3. The Board shall not remove any teacher/nurse from her duties during pregnancy unless the teacher/nurse cannot produce a certificate from her physician that she is medically able to continue teaching.

4. All benefits to which a teacher/nurse was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, personal leave, and credits toward sabbatical eligibility, shall be restored to him/her upon his/her return, and s/he shall be assigned to the same position which s/he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

5. All extensions or renewals of leaves shall be applied for in writing and if granted, shall be granted in writing.

6. A teacher with tenure, when granted leave, shall return to his/her duties as of a September 1st date, preceded by return notice by April 1st.

Extended Leaves of Absence, cont'd.

B. Personal Health and Family Hardship

A leave up to a maximum of twelve (12) calendar months without pay may be granted to all teachers and nurses by the Board upon the recommendation of the Superintendent. An application for such leave for restoration of health or alleviation of personal or family hardship shall be made in writing to the Superintendent. Benefits to which a teacher was entitled at the time said leave commenced, including unused accumulated sick leave, personal leave, and credit toward sabbatical eligibility, shall be restored upon return, and the teacher may be assigned to the same position which the person held at the time said leave commenced, if available (and if in the best interest of the Board to effect such placement).

C. Sabbatical Leave

1. Requests for sabbatical leave shall be filed with the Superintendent in writing on forms furnished by him no later than November 1st of the year immediately preceding the school year for which the sabbatical leave is requested.

2. Not more than two (2) teachers of the staff will be granted a sabbatical leave in any one (1) year.

3. Sabbatical leave for study - All teachers holding appropriate certificates who have served satisfactorily for a period of at least seven (7) years in Little Ferry may be granted, at three quarter ($3/4$) pay, a leave of absence for appropriate study for either one-half ($1/2$) of a school year or for a full school year. The teacher granted such leave shall be

Extended Leaves of Absence, cont'd.

required to contract with the Board to serve the Little Ferry system for three (3) years after the expiration of such leave. If circumstances prevent such teacher from fulfilling the obligation to serve the Board for such three (3) year period, such teacher shall reimburse the Board in direct proportion for the unfilled time unless such teacher is incapacitated, has been discharged, or has been released for good and sufficient reason by the Board from this obligation. (For example, if only one year has been served following sabbatical leave, such teacher would reimburse the Board two-thirds of the amount paid such teacher during the sabbatical leave.) The following activities shall be considered appropriate study:

a. Formal graduate study (verified). A minimum of fifteen (15) points of credits per semester in the individual's own field or work related to that field. The Superintendent shall exercise discretionary powers of approval.

b. Writing a doctoral thesis (verified).

c. Schedule of study and travel planned in consultation with the Superintendent.

4. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.

5. No more than one (1) sabbatical leave for study may be taken by any one teacher in any four (4) year period.

Extended Leaves of Absence, cont'd.

6. Service on sabbatical leave shall count as active teaching service for the purpose of retirement, and contributions to the Teachers' Pension Fund of the State of New Jersey shall be continued.

7. Payments for health insurance, contributory life insurance, credit union and/or other items as authorized by the teacher shall also be continued while said teacher is on sabbatical leave.

8. The professional employee to whom the sabbatical leave is granted shall accept the responsibility for providing evidence (transcript or comparable document) that the purpose of the leave is being fulfilled, bearing in mind that an ethical relationship exists between the recipient and the Superintendent of Schools and the Little Ferry Board of Education. If the Superintendent of Schools is convinced that the professional employee on sabbatical leave is not fulfilling the purpose of the leave, he shall, after conferences with the employee, report this fact to the Board of Education and the Board may terminate said leave. However, the employee may request a hearing with the Board before final action is taken.

9. If the professional employee on sabbatical leave shall ascertain that she is pregnant, she shall immediately report this fact to the Superintendent of Schools and shall be transferred from sabbatical leave to maternity leave of absence.

D. Written intent to return from sabbatical and maternity leaves must be given on or before April 1st of the school year beginning on September 1st.

ARTICLE X

HOSPITALIZATION AND HEALTH BENEFITS

A. Hospitalization and Health Benefits

The Board will pay the full cost of New Jersey Health Benefits Insurance Plan which includes Blue Cross, Blue Shield, Major Medical, and Rider J by Prudential Insurance Co. for all members of the Association and their dependents.

B. Dental Plan

The Board will pay the full cost of the New Jersey Dental Service Plan presently in effect for all members of the Association and their dependents. Coverage shall be in the 70/30 ratio. Coverage shall be for employees with twenty (20) or more hours.

C. Optical

1. Beginning with the 1985-86 school year the Board agrees to reimburse each employee up to a maximum of one hundred fifty (\$150.00) dollars for optical expenses, such expenses to include either optical examinations and the expenses for eyeglasses or contact lenses. The procedures for reimbursement are to be established by the Administration. It is understood that this is a self-insurance plan for 1985-86.

2. For the 1986-87 school year the Board agrees to establish a fund, the total of which shall be one hundred fifty

Hospitalization and Health Benefits cont'd.

(\$150.00) dollars times the number of teachers, which sum will be used either to continue the above-mentioned self-insurance plan or to purchase an optical insurance policy for Board employees, covered by this Agreement, and their dependents. The determination of the manner in which this fund is to be used is subject to the mutual agreement of the parties.

ARTICLE XI

SALARY

A. The salaries of all teachers and nurses covered by this Agreement shall be established in compliance with the procedures set forth in paragraph C of this section and shall be adopted by the Board and become Schedule A to be executed by the parties.

B. The Salary Guide to be set forth in "Schedule A" of this Agreement shall provide for five (5) salary classifications with five (5) separate salary columns and steps as follows:

	<u>1984-1985</u>	<u>1985-1986</u>	<u>1986-1987</u>
BA Column	1-14 Steps	1-14 Steps	1-14 Steps
BA + 15 Column	1-14 Steps	1-14 Steps	1-14 Steps
MA Column	1-14 Steps	1-14 Steps	1-14 Steps
MA + 15 Column	1-14 Steps	1-14 Steps	1-14 Steps
MA + 30 Column	1-14 Steps	1-14 Steps	1-14 Steps

C. 1. Teachers will remain on the 1984-85 Step Level for the duration of the Agreement. Salary shall be determined in accordance with the appropriate Schedule (A-1, A-2, A-3) for each year.

2. New employees shall be placed on the Guide on a Step Level no higher than those teachers in Little Ferry with comparable experience.

D. Extracurricular Activities Compensation

	<u>1984-1985</u>	<u>1985-1986</u>	<u>1986-1987</u>
Student Council Advisor	\$434	\$471	\$511
Intramural Services (Girls)	543	589	639
Intramural Services (Boys)	543	589	639
Junior Safety Patrol Advisor	217	236	256
Cheerleader Program	217	236	256
Eighth Grade and Yearbook Advisor	543	589	639

Salary, cont'd.

E. It shall be clearly understood by the parties hereto that the salary schedules do not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause, any and all employment, adjustment and longevity increments. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure:

1. Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of this withholding of salary increment by April 30th of the year preceding the school year.

2. Either party shall have the right to request a hearing by a joint grievance board which shall be composed of:

- a. Three (3) members of the Board or its Administrators, or combination thereof, and,
- b. Three (3) members of the Association, and,
- c. One (1) person not associated with either party, agreed upon by the Board and the Association.

3. If the Superintendent of Schools and the President of the Association do not agree that a grievance exists, a meeting of the joint grievance board shall be convened within thirty (30) days.

4. Arrangements shall be made to afford said employee a reasonable opportunity to speak in his/her own behalf before the joint grievance board. Such a meeting before this board

Salary, cont'd.

shall not constitute a plenary hearing. Said employee may be represented at said hearing by any member of the Association of his/her choosing. The recommendations of the above joint grievance board shall be binding upon the Board. The sole purpose of this procedure is to hear and ascertain the reasons for the withholding of salary increments.

5. The Board will not take necessary formal action until such a date subsequent to the above meeting.

6. If the action of the Board is to withhold an increment, it shall, within ten (10) days, give written notice of such action to the employee concerned.

7. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any teacher who is a party in interest, any building representative designated by the teachers, any member of the P.R. & R. Committee (Association's Committee on Professional Rights & Responsibilities) or any other participant in this procedure by reason of such participation.

8. All documents, communications, and records dealing with the processing of a hearing of this nature shall be filed in a separate file and shall not be kept in the personal file of any of the participants.

9. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this section.

F. Teachers shall be paid in twenty (20) equal semi-monthly installments during the school year. See exceptions Article XIII-B, Page 30.

ARTICLE XII

LONGEVITY PAY

In consideration of long term tenure, the Board of Education will grant a longevity pay percentage of the individual's base pay to members of the Association as follows:

<u>After completion of:</u>	<u>Percent of Base Pay</u>
15 years	3%
20 years	4%
25 years	5%
30 years	6%

The longevity pay shall be effective on September 1st following completion of the required years for eligibility.

ARTICLE XIII

DEDUCTIONS FROM SALARY

A. Dues Deductions

The Board agrees to deduct from the salaries of its teachers and nurses dues for the Little Ferry Education Association, the Bergen County Education Association, the New Jersey Education Association, or the National Education Association or any one or any combination of such associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in the manner set forth in Chapter 233, Public Laws of 1969 (N.J.S.A. 52:14-15,9e).

B. Summer Pay Plan

For each teacher that may individually elect to have ten (10%) percent of his or her gross monthly salary deducted from his or her pay and distributed in equal payments during the twenty (20) semi-monthly pay periods. Request for same must be made to the Secretary of the Board prior to the beginning of the school year, i.e. September.

These funds which will be deducted from the participants are to be collectively transferred to a local financial institution on a monthly basis. A pass book shall be issued to those participating giving them control over their individual funds.

ARTICLE XIV

AGENCY SHOP

A. Purpose of Fee

If a teacher does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be no greater than the maximum allowed by law.

C. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any teacher who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section B above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks

Agency Shop (cont'd.)

paid to each teacher during the remainder of the membership year in question. The deductions will begin thirty (30) days after the teacher begins his or her employment in a bargaining unit position.

D. Termination of Employment

If a teacher who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said teacher during the membership year in question and promptly forward same to the Association.

E. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

F. Indemnification

The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of

Agency Shop (cont'd.)

action taken by the Board in reliance upon fair share and/or agency fee information furnished by the Association or its representatives.

ARTICLE XV
GRIEVANCE PROCEDURE

A. Policy

1. To promote to the highest possible degree, harmonious employer-employee relations, it is necessary that procedures to resolve grievances be established.

B. Definitions

1. A grievance shall mean a complaint by an employee(s) and/or Association that there has been as to him (them) a violation, misinterpretation or inequitable application of any of the provisions of the Agreement, Board policy or administrative practice governing or affecting employees. However, the term "grievance" shall not apply to:

- (a) a method of review prescribed by law, or
- (b) any rule or regulation of the State Commissioner of Education or
- (c) any by-law of the Board of Education or
- (d) any matter which according to law is either beyond the scope of the Board authority or limited to unilateral action by the Board alone or
- (e) a complaint of a non-tenure teacher which arises by reason of his not being re-employed or
- (f) a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention

Grievance Procedure (cont'd.)

in or lack of retention in any position for which tenure is either not possible or not required.

A grievance to be considered under this procedure must be initiated by the employee(s) within fifteen (15) school days of its occurrence. If such grievance is not submitted within the allotted time, it shall be considered waived.

2. In the event a grievance is filed at such times that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. The teacher "organization" recognized by the Board as the official and exclusive representative for the professional teachers and nurses of this school district shall in all instances be the Little Ferry Education Association.

C. Procedure

1. Any individual member or group of individuals of the professional staff shall have the right to present a grievance (as defined in Definitions) to be processed as per following agreement:

Grievance Procedure, cont'd.

2. In presenting his (their) professional grievances the member(s) of the staff shall be assured freedom from prejudicial action in presenting his (their) appeal.

3. The member(s) shall have the right to present his (their) appeal or to designate the Association's representatives with him (them) or for him (them) at any step in his (their) appeal.

STEP ONE. Any professional employee(s) who has (have) a grievance shall first present it to his/her (their) Principal verbally or in writing in an attempt to resolve the matter at that level.

STEP TWO. If the matter is not resolved to the satisfaction of the aggrieved employee(s) within five (5) school days, he (they) shall set forth his (their) complaint in writing to the Superintendent of Schools for reviewing the grievance, with a copy to the Association. The grievance shall be prepared in the following form.

- a. The nature of the grievance.
- b. The nature and extent of the injury, loss or inconvenience.
- c. The results of previous discussions.
- d. His (their) dissatisfaction with decisions previously rendered.

The Superintendent shall attempt to resolve the grievance as quickly as possible and shall make a written

Grievance Procedure, cont'd.

decision within ten (10) school days of the receipt of said grievance. Said decision shall be delivered to the person filing the grievance if present in school, and, if not present, mailed to said person. The Principal shall receive a copy of this decision.

STEP THREE. If the grievance is not resolved to the employee's(s') satisfaction, s/he (they) may request a review by the Board of Education. The request shall be submitted within five (5) school days, in writing, through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee(s) and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee(s), whichever comes later.

STEP FOUR. If, after Step Three, the aggrieved employee(s) is (are) not satisfied with the disposition of his (their) grievance, he (they) may within five (5) school days, request in writing, that the Association submit the grievance to the Public Employees Relations Commissioner (hereinafter referred to as PERC).

If the Association determines that the grievance is meritorious, it may submit the grievance to PERC within fifteen (15) school days after receipt of a request by the aggrieved person(s). Both parties agree to abide by the recommendations of

Grievance Procedure, cont'd.

PERC in order to reach an agreeable solution. Should the Association take no action on behalf of the member, the member may proceed to take actions open to them under the New Jersey State Laws.

D. 1. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way, the provisions of this Agreement or any amendment or supplement thereto.

2. The arbitrator shall only be permitted to hear one (1) grievance on only one issue per arbitration. No multiple grievance arbitrations will be permitted unless by written consent by the Board of Education and the Association prior to the commencement of the arbitration.

E. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any building representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

F. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants.

G. All meetings and hearings under this procedure shall not

Grievance Procedure, cont'd.

be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

H. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without any intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

ARTICLE XVI

PROTECTION OF TEACHERS' PROPERTY

The Board shall assist the teachers to recover under insurance policies held by the Board for any loss or damage to clothing or other personal property where said loss or damage is incurred while the teacher is on duty in the school, on the school premises, or at a school-sponsored activity, provided the loss or damage is not due to the teacher's negligence.

ARTICLE XVII

CHECK-IN PROCEDURE

As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall indicate their presence for duty by the appropriate means described by the Board.

ARTICLE XVIII

PREPARATION TIME

A. For the 1985-86 school year, each teacher shall receive a minimum of one hundred and fifty (150) minutes of preparation time per week. Beginning in September of 1986, each teacher shall receive a minimum of one hundred and sixty (160) minutes of preparation time per week.

B. During the term of this Agreement, some teachers may be scheduled for more preparation time than the minimums described in Paragraph A.

C. Part time teachers shall be provided preparation time on a pro-rata basis.

D. Preparation time may be reduced as a result of a shortened work week.

E. In the event of an emergency, teachers who are scheduled for more than the minimum preparation time described in Paragraph A above may be required to perform other professional duties during scheduled preparation time.

F. Should the performance of the above mentioned professional duties cause an individual teacher to fall below the minimum preparation time per week as described in Paragraph A, said teachers must still receive an average of the appropriate minimum preparation time per week over the remainder of the school year.

ARTICLE XIX

DISMISSAL PROCEDURE

Normal dismissal is at 3:30 P.M. (except for the Kindergarten schedule). Members of the Association are allowed 3:00 P.M. early dismissal on Fridays; on days preceding holidays and when required to attend regular meetings of the Association, provided they, in fact, attend such meetings. Members of the Association are allowed dismissal at 1:00 P.M. on scheduled one-session days and when an emergency one-session day is called.

ARTICLE XX

SCHOOL CALENDAR

The School Calendars 1985-1986 through 1986-1987 shall be set forth in a Schedule which is annexed to this Agreement, made a part hereof, and incorporated herein by reference as though set forth at length. The calendar shall provide three (3) one-session days prior to recess or holidays. Any suggestion for changes to the School Calendar by the Association must be made to the Administration by April 1st of each year preceding the school year in order that the Administration may present all of the possible alternatives for deciding a calendar to the Board. The Board reserves the right to make such changes in the School Calendar as it deems to be in the best interest of the education of the children under its jurisdiction. The members of the Association will receive a copy of the calendar for the following school year as soon as it is approved by the Board.

ARTICLE XXI

SEVERANCE PAY PLAN

Whenever a teacher shall retire from employment in the Little Ferry School District after completing an uninterrupted, continuous service in said district for the minimum of any of the period of years set forth in the schedule below,, (where an approved leave is granted by the Board of Education, such leave shall not be deemed to cause an interruption of such service, but such leave time shall not be counted as part of the years required to be benefited thereby), the board shall pay to such retiring teacher compensation based upon the schedule of completion of years set forth in the schedule below. However, such payment to such retiring teacher shall only be paid to such teacher on and after the withdrawal of such teacher from the State of New Jersey Teachers' Pension and Annuity Fund. Compensation shall be paid to such retiring teacher meeting the condition pursuant to the following formula:

<u>After Completion of:</u>	<u>Compensation</u>
25 years	\$2,000.00
30 years	2,500.00
35 years	3,000.00
36 years	3,500.00

ARTICLE XXII

PROFESSIONAL STAFF EVALUATION

In accordance with the policy of the Little Ferry Board of Education, all professional staff members are to have annual evaluation(s) consistent with the policy and provisions of the New Jersey State Board of Education rules and regulations. The evaluation process shall be conducted by staff members who are appropriately certified. The building principal, or his appropriately certified designee, will conduct the evaluative process:

I. OBSERVATION PERFORMANCE REPORT (TENURED STAFF)

A. At least, but not limited to, one (1) Observation Performance Report shall be completed based upon a formal observation, prior to April 1st. Signed copies of the report to be retained by the evaluatee and evaluator and a copy filed in the superintendent's office. (A teacher may request an additional observation.)

B. A written Observation Performance Report shall be presented to the evaluatee followed by a post observation conference within five (5) working days after each observation whenever possible, but in no instance more than ten (10) working days.

II. ANNUAL PERFORMANCE AND RECOMMENDATION REPORT (TENURED STAFF)

The Annual Performance and Recommendation Report should be completed by May 1st, but no later than June 1st.

Professional Staff Evaluation Procedure, cont'd.

Signed copies of the report to be retained by the evaluatee and evaluator and a copy filed in the superintendent's office.

This report shall be consistent with the policy and provisions of N.J.A.C. 6:3-1.21.

ARTICLE XXIII

SUCCESSOR AGREEMENT

The parties hereto agree to meet at reasonable times to negotiate a successor Agreement in good faith. The Board and Association each agree to appoint properly authorized representatives to meet in private and confidential sessions with the representatives of the other party.

Negotiations shall commence with a procedural session on or before October 1, 1987, to establish items such as the following:

- (a) times and dates of meetings
- (b) procedure for presentation of proposals
- (c) procedure for presentation of additional proposals and counter-proposals.

ARTICLE XXIV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or the application of any such provision to any employee or group of employees is either held to be contrary to law or is in fact contrary to law, the invalidity of such provision shall not in any way effect the other provisions of this Agreement, which said provisions shall continue in full force and effect.

ARTICLE XXV

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

ARTICLE XXVI

EFFECTIVE DATE

This Agreement shall continue in full force and effect without change until completion of the required school years (as per New Jersey State Law) of 1984-1985 through 1986-1987, and shall not be modified in whole or in part by the parties, except by an instrument, in writing, duly executed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals all on the day and year first above written.

LITTLE FERRY EDUCATION ASSOCIATION

LITTLE FERRY BOARD OF EDUCATION

BY Karen E. Kaner
President

BY Robert C. Whipple
President

ATTEST:

Louise Whitaker
Secretary

ATTEST:

Arthur E. Hunte
Secretary

SCHEDULE A-1
1984-85 SALARY GUIDE

<u>Years Exper.</u>	<u>Step*</u>	<u>BA</u>	<u>BA15</u>	<u>MA</u>	<u>MA15</u>	<u>MA30</u>
0	1	\$14,691	\$15,624	\$16,536	\$17,273	\$18,010
1	2	15,787	16,774	17,751	18,521	19,291
2	3	16,883	17,924	18,966	19,769	20,572
3	4	17,978	19,074	20,181	21,016	21,852
4	5	19,074	20,224	21,396	22,264	23,132
5	6	20,170	21,375	22,611	23,512	24,413
6	7	21,266	22,525	23,827	24,760	25,693
7	8	22,362	23,675	25,042	26,007	26,973
8	9	23,458	24,825	26,257	27,255	28,253
9	10	24,554	25,975	27,472	28,503	29,534
10	11	25,649	27,125	28,687	29,751	30,814
11	12	26,745	28,275	29,903	30,998	32,094
12	13	27,841	29,425	31,118	32,246	33,375
13	14	28,883	30,630	32,376	33,527	34,666

*Step number does not reflect years of experience.

SCHEDULE A-2
1985-86 SALARY GUIDE

<u>Years Exper.</u>	<u>Step*</u>	<u>BA</u>	<u>BA15</u>	<u>MA</u>	<u>MA15</u>	<u>MA30</u>
0-1	1	\$15,940	\$16,952	\$17,942	\$18,741	\$19,541
2	2	17,129	18,200	19,260	20,095	20,931
3	3	18,318	19,448	20,578	21,449	22,321
4	4	19,506	20,695	21,896	22,802	23,709
5	5	20,695	21,943	23,215	24,156	25,098
6	6	21,884	23,192	24,533	25,511	26,488
7	7	23,074	24,440	25,852	26,865	27,877
8	8	24,263	25,687	27,171	28,218	29,266
9	9	25,452	26,935	28,489	29,572	30,655
10	10	26,641	28,183	29,807	30,926	32,044
11	11	27,829	29,431	31,125	32,280	33,433
12	12	29,018	30,678	32,445	33,633	34,822
13	13	30,207	31,926	33,763	34,987	36,212
14	14	31,338	33,234	35,128	36,377	37,613

*Step number does not reflect years of experience.

SCHEDULE A-3
1986-87 SALARY GUIDE

<u>Years Exper.</u>	<u>Step*</u>	<u>BA</u>	<u>BA15</u>	<u>MA</u>	<u>MA15</u>	<u>MA30</u>
0-2	1	\$17,295	\$18,393	\$19,467	\$20,334	\$21,202
3	2	18,585	19,747	20,897	21,803	22,710
4	3	19,875	21,101	22,327	23,272	24,218
5	4	21,164	22,454	23,757	24,740	25,724
6	5	22,454	23,808	25,188	26,209	27,231
7	6	23,744	25,163	26,618	27,679	28,739
8	7	25,035	26,517	28,049	29,149	30,247
9	8	26,325	27,870	29,481	30,617	31,754
10	9	27,615	29,224	30,911	32,086	33,261
11	10	28,905	30,579	32,341	33,555	34,768
12	11	30,194	31,933	33,771	35,024	36,275
13	12	31,485	33,286	35,203	36,492	37,782
14	13	32,775	34,640	36,633	37,961	39,290
15	14	34,002	36,059	38,114	39,469	40,810

*Step number does not reflect years of experience.